

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
CARMELA RIFINO,

Plaintiff(s),

-against-

UNITED STATES OF AMERICA,

Defendant(s).
-----X

Index No.:

**E-FILED VERIFIED
COMPLAINT**

Plaintiff, by her attorneys, GRUENBERG KELLY DELLA, complaining of the Defendant, respectfully allege, upon information and belief:

1. That at all times herein mentioned, plaintiff was, and still is, a resident of the County of Suffolk, State of New York.
2. That at all times herein mentioned, defendant, UNITED STATES OF AMERICA, was and still is a government corporation doing business in the State of New York.
3. That this action is based upon the Federal Tort Claims Act 28, U.S.C. 1346(b) 2671-80.
4. That the amount in controversy exceeds the sum of \$150,000.00 exclusive of costs and interest.
5. That on November 25, 2019, a claim was filed with the United States Postal Service, detailing the facts of the accident involved and injuries and damages sustained by the plaintiff(s) herein.
6. That the defendant has refused and/or otherwise failed to resolve or settle plaintiff's claim.
7. That the cause of action alleged herein arose in the State of New York, County of Suffolk.
8. That this action falls within one or more of the exemptions set forth in CPLR §1602.
9. That pursuant to the Federal Tort Claims Act, this action is being instituted against the United States of America rather than against the United States Postal Service, the government agency involved herein.

10. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, owned the premises located at Centereach Post Office, 245 Centereach Mall, Centereach, New York 11720.
11. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, owned the premises located at Centereach Post Office, 245 Centereach Mall, Centereach, New York 11720.
12. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, operated the aforesaid premises.
13. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, operated the aforesaid premises.
14. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, maintained the aforesaid premises.
15. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, maintained the aforesaid premises.
16. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, managed the aforesaid premises.
17. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, managed the aforesaid premises.
18. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, controlled the aforesaid premises.
19. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, controlled the aforesaid premises.
20. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, repaired the aforesaid premises.

21. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, repaired the aforesaid premises.
22. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, inspected the aforesaid premises.
23. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, inspected the aforesaid premises.
24. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, was the lessee of the aforesaid premises.
25. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, was the lessee of the aforesaid premises.
26. That on November 25, 2019, and at all times herein mentioned, defendant, UNITED STATES OF AMERICA, was the lessor of the aforesaid premises.
27. That on November 25, 2019, and at all times herein mentioned, UNITED STATES POSTAL SERVICE, was the lessor of the aforesaid premises.
28. That on November 25, 2019, and at all times herein mentioned, an unsafe and hazardous condition existed on or about the aforesaid premises.
29. That at all times herein mentioned, defendant, UNITED STATES OF AMERICA, caused this unsafe and hazardous condition.
30. That at all times herein mentioned, UNITED STATES POSTAL SERVICE, caused this unsafe and hazardous condition.
31. That at all times herein mentioned, defendant, UNITED STATES OF AMERICA, created this unsafe and hazardous condition.
32. That at all times herein mentioned, UNITED STATES POSTAL SERVICE, created this unsafe and hazardous condition.

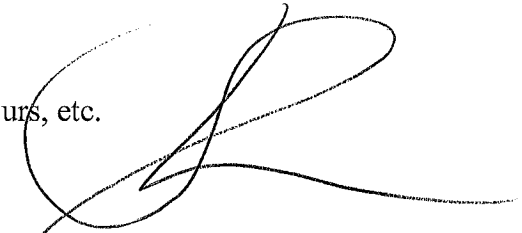
33. That upon information and belief, defendant, UNITED STATES OF AMERICA, had actual notice of this unsafe and hazardous condition.
34. That upon information and belief, UNITED STATES POSTAL SERVICE, had actual notice of this unsafe and hazardous condition.
35. That upon information and belief, defendant, UNITED STATES OF AMERICA, had constructive notice of this unsafe and hazardous condition.
36. That upon information and belief, UNITED STATES POSTAL SERVICE, had constructive notice of this unsafe and hazardous condition.
37. That on November 25, 2019, plaintiff, CARMELA RIFINO, was lawfully present on or about the aforesaid premises.
38. That on November 25, 2019, plaintiff, CARMELA RIFINO, was lawfully present on the aforesaid premises with the knowledge, permission and consent of the defendants.
39. That on November 25, 2019, while plaintiff, CARMELA RIFINO, was lawfully present on the aforesaid premises, plaintiff was caused to trip and fall.
40. That on November 25, 2019, plaintiff, CARMELA RIFINO, was caused to trip and fall due to the abovementioned unsafe and hazardous condition.
41. That as a result of the plaintiff, CARMELA RIFINO, tripping and falling, plaintiff was caused to sustain severe and permanent injuries.
42. That the above mentioned occurrence and the results thereof were caused by the negligence of the defendant and/or said defendant's servants, agents, employees and/or licensees in the ownership, operation, management, maintenance, repair, inspection and control of the aforesaid premises.
43. That no negligence on the part of the plaintiff contributed to the occurrence alleged herein in any manner whatsoever.

44. That because of the unsafe and hazardous condition that existed at the above stated premises, plaintiff was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that these injuries and their effects will be permanent; as a result of said injuries plaintiff was caused and will continue to be caused to incur expenses for medical care and attention; and plaintiff was and will continue to be rendered unable to perform plaintiff's normal activities and duties and has sustained a resultant loss therefrom.
45. That as a result of the foregoing, plaintiff, CARMELA RIFINO, has been damaged in an amount that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount that exceeds the jurisdictional limits of all lower courts that might otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: Ronkonkoma, New York
March 14, 2022

Yours, etc.



SEAN KELLY
Gruenberg Kelly Della
700 Kochler Avenue
Ronkonkoma, New York 11779
631-737-4110
Our File No. 190634

INDIVIDUAL VERIFICATION

STATE OF NEW YORK
COUNTY OF SUFFOLK

SS.:

Carmela Rifino being duly sworn deposes and says:

I am the plaintiff(s) herein; I have read the annexed

Complaint

and know the contents thereof and the same are true to my knowledge, except for those matters therein which are stated to be alleged on information and belief, and as to those matters, I believe them to be true.

x Carmela Rifino

Sworn to before me this

14 day of March, 2022

Alexa Frechen
Notary Public

